

KRAMER LEVIN NAFTALIS & FRANKEL LLP  
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New York, New York 10036  
(212) 715-9100  
Daniel M. Eggermann

Attorneys for Mobius Management Systems, Inc.

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	
LEHMAN BROTHERS HOLDINGS INC.	)	Chapter 11
	)	
	)	Case No. 08-13555
Debtor.	)	
	)	
	)	

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**MOBIUS MANAGEMENT SYSTEM'S LIMITED OBJECTION TO CURE AMOUNT**

Mobius Management Systems, Inc. ("Mobius"), by and through its undersigned counsel, respectfully submits this objection to the proposed assumption and assignment by the Debtors of their contract with Lehman Brothers Inc. ("LBI"). Specifically, Mobius objects to the proposed cure amounts necessary to assume and assign Mobius's contract with LBI. In support of this objection, Mobius states as follows:

**Background**

Mobius and LBI entered into a Software License and Support Agreement (the "Mobius Agreement") in which Mobius agreed to provide various software licenses and professional services.<sup>1</sup>

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<sup>1</sup> The Mobius Agreement contains confidential commercial information and is not attached hereto.

On September 15, 2008, Lehman Brothers Holdings Inc. ("LBHI") commenced a voluntary case under chapter 11 of title 11 of the United States Code. On September 16, 2008, its affiliate LB 745 LLC ("LB 745" and together with LBHI and LBI, the "Debtors") also commenced a voluntary case under chapter 11. On September 19, 2008 LBI became the subject of a proceeding under the Securities Investors Protection Act which is currently pending before this Court.

On September 17, 2008, Debtors filed a motion with the Bankruptcy Court seeking authority (i) to sell certain of the Debtors' assets (the "Sale Motion") and (ii) to assume and assign certain executory contracts, to a third-party purchaser ("Barclays"). In connection with the Sale Motion, the Debtors provided schedules (the "Schedules") identifying certain of the Debtors' executory contracts along with corresponding cure amounts.

While the Mobius Agreement is not specifically identified with particularity, the Schedules identify several contracts by reference only to "Mobius Management Systems, Inc." and set forth a cure amount of \$0. For purposes of this objection, Mobius assumes that the Debtors intend to refer to the Mobius Agreement in their Schedules.

### **Objection**

While Mobius has no objection to the ultimate assumption and assignment of the Mobius Agreement to Barclays, Mobius objects to the cure amount proposed by the Debtors as such cure amount does not comport with the actual amounts owed by LBI to Mobius as reflected in Mobius's books and records. Indeed, Mobius's records indicate that there is approximately **\$2,301.47** owed under the Mobius Agreement. (*See Invoice attached hereto as Exhibit A*).

While Section 365 of the Bankruptcy Code generally permits a debtor to assume or reject any executory contract, a debtor must first cure (or provide adequate assurance that it

will promptly cure) all defaults. Here, Debtors cannot assume and/or assign the 2007 Agreement without paying Mobius the **\$2,301.47.47** that LBI owes under that agreement. Accordingly, Mobius objects to the assumption and/or assignment of the Mobius Agreement on the terms proposed by the Debtors.

WHEREFORE, Mobius respectfully requests that the Court: (a) set the cure amount for the Mobius Agreement at \$2,301.47 and (b) award Mobius such other or further relief as is just and proper.

Dated: October 2, 2008

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: /s/ Daniel M. Eggermann  
Daniel Eggermann  
1177 Avenue of the Americas  
New York, New York 10036  
(212) 715-9100

Attorneys for Mobius Management Systems, Inc.

## **Exhibit A**



# Invoice

12/16/2008

Page: 1  
Invoice #: A1 38330  
Date: Sep-01-2008  
Customer #: 11915

**NOTE NEW REMITTANCE INSTRUCTIONS BELOW**

**Record Full ASG Inv # in Check Detail/Stub**

Sold To:	Please Remit Electronically To:	If Paying by Check, Remit To:
Lehman Brothers	Allen Systems Group, Inc.	Allen Systems Group, Inc.
David Baxter	Citibank FSB	PO Box 2197
10350 Park Meadows Dr.	Acct:3200339901	Carol Stream, IL 60132-2197
2nd. Floor	SWIFT: CITIUS33	
Littleton CO 80124	ABA: 266086554	Please note full ASG invoice # in check detail/stub
	Please enter full ASG invoice # into field 70 of the SWIFT form	
	<b>Mastercard &amp; VISA accepted</b>	

Customer P.O.	Site ID	Terms
Description	Due Upon Receipt	Amount
MFM M ASG MOBIUS MAINTENANCE FEE		2,301.47
ANNUAL MAINTENANCE FEE		
ASG-DocumentDirect		
750 Sessions of: z/OS Server Access, Network Server Access, AFP, Image, DJDE/Metacode, Postscript/PDF, PCL & ViewDirect API.		
ASG-DocumentDirect for the Internet -Unrestricted Servers (NT & Solaris)		
750 Sessions of: z/OS Server Access, Network Server Access, Flexible Content Presentment, AFP, Image, DJDE/Metacode, Postscript/PDF, PCL & ViewDirect API.		
MISC MISCELLANEOUS		0.00
ASG-e-Search & View - Unrestricted Servers (NT & Solaris)		
750 Sessions of: z/OS Server Access, Network Server Access, Flexible Content Presentment, AFP, Image, DJDE/Metacode, Postscript/PDF & PCL.		
ASG-ViewDirect for Networks - Unrestricted Servers (NT & Solaris)		
Core, Packet Production, 750 Network Server Sessions, Image, Advanced Laser Printing, Tape ViewDirect & PeopleSoft Interface.		
MISC MISCELLANEOUS		0.00
ASG-ViewDirect for z/OS - Unrestricted Servers		
Options:		
(750) CICS & VTAM Sessions.		
Unrestricted: Packet Production, Image, Advanced Laser Printing, Remote Job Output, Tape ViewDirect, FileTek Optical ViewDirect, ViewDirect API, WriteDirect, ArcMover & Work Queues.		
ASG-ViewDirect Contenuity - 2 CPU's		
Maintenance Fee for the period of 12/16/08 - 01/15/09.		



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12/16/2008

Page: 2  
Invoice #: A1 38330  
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Sold To:	Please Remit Electronically To:	If Paying by Check, Remit To:
Lehman Brothers David Baxter 10350 Park Meadows Dr. 2nd. Floor Littleton CO 80124	Allen Systems Group, Inc. Citibank FSB Acct:3200339901 SWIFT: CITIUS33 ABA: 266086554 Please enter full ASG invoice # into field 70 of the SWIFT form <b>Mastercard &amp; VISA accepted</b>	Allen Systems Group, Inc. PO Box 2197 Carol Stream, IL 60132-2197  Please note full ASG invoice # in check detail/stub

Customer P.O.	Site ID	Terms
	900009332	Due Upon Receipt
Description	Amount	

If you have any questions regarding this invoice please contact Edison Vasquez at (239) 435-2264 or  
edison.vasquez@asg.com.

	Subtotal	2,301.47
	Sales Tax	0.00
Billed and Due in U.S. Dollars	<b>Total</b>	<b>USD 2,301.47</b>